REMARKS

This amendment is being filed in response to the Office Action dated February 25, 2008. Various claims are amended as shown. No new matter has been added. Claims 5, 11, and 19-34 were previously canceled herein without prejudice, in response to Restriction Requirement. Claims 3, 14, 18, 35-36, 41, and 45 are canceled herein without prejudice. With this filing, claims 1-2, 4, 6-10, 12-13, 15-17, 37-40, and 42-44 are pending in the application.

I.   Rejections under 35 U.S.C. § 112, second paragraph

The present Office Action rejected claim 18 under 35 U.S.C. § 112, second paragraph, for being indefinite. Claim 18 is canceled herein without prejudice, thereby rendering the indefiniteness rejection moot. Accordingly, it is requested that the rejection under 35 U.S.C. § 112, second paragraph be withdrawn.

II.   Discussion of the claims and cited references

The present Office Action rejected claims 1, 2, 4, 6-7, 10, 12-13, 15, 18, 37, 39-40, and 42-44 under 35 U.S.C. § 102(e) as being anticipated by Levett (U.S. Patent Application Publication No. 2004/0117439). Claims 3, 14, 35-36, 41, and 45 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Levett in view of Ross (U.S. Patent No. 5,553,143). Claim 38 was rejected under 35 U.S.C. § 103(a) as being unpatentable over Levett in view of Verbaas (U.S. Patent No. 3,624,305). Claims 8 and 16 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Levett in view of Shinzaki (U.S. Patent Application Publication No. 2002/0101994). Claims 9 and 17 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Levett and Ross and in further view of Eggleston (U.S. Patent No. 5,764,899).

For the reasons set forth below, these rejections are respectfully traversed.

A   Independent claim 1

Independent claim 1 as amended herein recites subject matter that generally corresponds to the recitations in previously presented/examined dependent claim 35. In particular, amended claim 1 recites, *inter alia*, the following limitations:

"*determining whether granting the requested access to the network resource provides a number of licensed connections equal to or less than said maximum limit;*

granting the requested access to the network resource if it is determined that the granting of the requested access provides said number of licensed connections equal to or less than said maximum limit; and

using load balancing to direct said granted requested access to one of said servers having at least one of its said respective licenses available for said requested access."

Claim 1 is further amended herein to recite, *inter alia*, that the network resource is:

"*accessible through each of a plurality of servers, wherein licenses to access said network resource are distributed to each respective said servers and wherein a total of said licenses distributed to said servers corresponds to a maximum limit of allowed licensed connections to said network resource.*"

It is respectfully submitted that these limitations are not met by the cited references, whether singly or in combination.

For example, page 8 (section 23) of the present Office Action admitted that "Levett does not expressly show the access control pertaining to limiting the number of licensed connections. Specifically, determining the total number of allowed [connections] and used [connections] to ensure that another [connection] can be allowed."

To supply the missing teachings of Levett to reject previously presented claim 35, the present Office Action cited column 6, lines 33-50 of Ross. However, it is respectfully submitted that Ross does not cure the deficiencies of Levett.

More particularly, column 6, lines 33-50 of Ross relied upon by the present Office Action provides the following description (emphasis ours):

"Additional licenses, upgrade licenses, can be used to modify the licensing terms in the anchor license. For example, a version upgrade can be used to license a new version of a software version licensed by an anchor license. Further, the maximum number of users, or connections, provided in an anchor license can be increased using a connection upgrade license. Similarly, upgrade licenses can be used to upgrade an upgrade license.

Upgrade licenses are added onto existing licenses in a chain-like fashion with the initial licenses in the chain being the anchor license. For example, an anchor license can license version 1.0 of server operating system for five users. A subsequent connection upgrade can increase the maximum number of users to twenty-five. The connection upgrade license is linked to the anchor license. A second upgrade license, a version license, can be used to license a new version of the product. The version license is linked to the connection upgrade license."

It is apparent from the above-quoted passage of Ross that he is describing a single server operating system. That server operating system has initially an "anchor license" that is usable for 5 users, and then an "upgrade license" can be linked to the anchor license to increase the maximum number of users to 25 of that single server operating system.

It is therefore respectfully submitted that the above-quoted passage of Ross (as well as the rest of his description) nowhere discloses, teaches, or suggests the feature of licenses (to access a network resource) being distributed to a plurality of servers and wherein a total of the licenses distributed to the servers corresponds to a maximum limit of allowed licensed connections to the network resource. In the above-quoted passage of Ross, he is describing only one server (or server operating system) having the maximum number of licensed users that can be upgraded from 5 to 25 users through the use of an upgrade license—Ross is completely silent with respect to distributing the total number of licenses among multiple servers.

Further, Ross does not meet the further limitations of claim 1 that require "using load balancing to direct said granted requested access to one of said servers having at least one of its said respective licenses available for said requested access." More particularly, Figure 9A and the accompanying description on column15, line 48 to column 17, line 27 of Ross describes his process for granting a licensed connection. As shown and described with respect to Figure 9A, when a request for a licensed connection is received at 902, Ross performs authentication (at 906), updates the license count/total (at 908 and 910), and completes the connection (at 914) if the server is not down. Ross is completely silent as to any load balancing being used to direct the request to a particular server in his Figure 9A.

Accordingly, claim 1 is allowable over the cited references.

As explained above, the present Office Action has admitted that Levett "does not expressly show the access control pertaining to limiting the number of licensed connections." Furthermore, it is respectfully submitted that Levett also does not meet the limitations of claim 1 that require "using load balancing to direct said granted requested access to one of said servers having at least one of its said respective licenses available for said requested access."

For example, page 4 (section 9) of the present Office Action has cited paragraph [0253] of Levett as showing load balancing. Paragraph [0253] of Levett is reproduced below (emphasis ours):

"[0253] The APS can be clustered for load balancing in master/slave relationships (as well as peer-balanced relationships). These connections are effectively point-to-point connections that can use HTTP, HTTPS or socket connections to secure the interface. If the APSs are distributed in geographically different areas (not in the same data center behind the same physical firewall, for example), the SSL protocol provides secure connections by allowing these APSs to connect over the Internet and authenticate each other's identity and by encrypting the data between the APSs. For security above SS, hardware encryption can be used on the specific connection between servers. All APSs accessing the cluster must

be pre-registered with compatible license keys, which prevent spoofing of
any of the servers."

As clearly evident from the above-quoted passage of Levett relied upon by the
present Office Action, Levett only briefly describes "load balancing" in passing, and provides
absolutely no further details as to how he performs load balancing. In particular, nothing is
disclosed, taught, or suggested by this passage of Levett that he performs load balancing "to
direct said granted requested access to one of said servers having at least one of its said
respective licenses available for said requested access."

Accordingly, claim 1 is further allowable over the cited references.

B.   Independent claims 12, 37, and 42

Independent claims 12, 37, and 42 are amended to recite limitations generally
similar to those of claim 1 previously explained above. For reasons analogous to those set forth
above, claims 12, 37, and 42 are also allowable over the cited references, whether singly or in
combination.

C.   Dependent claims 4 and 15

Dependent claim 4 as amended herein recites, *inter alia*, "wherein said licenses
distributed to said servers include licenses allocated to a plurality of said mail servers based on
usernames assigned to said servers." It is respectfully submitted that Levett does not meet these
limitations.

For example, the present Office Action cited paragraph [0041] of Levett in
originally rejecting previously presented claim 4. Paragraph [0041] of Levett is reproduced
below (emphasis added):

"[0041] When Application Data is added or modified at a client device
(e.g. a new customer name is added to a list of customers), it is possible to
enforce that the new name is displayed on the client device only once the

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server has processed a request from the client to add the new customer, has verified that the change is allowed and has sent updating data to the client. The updating of the user interface (e.g. to show the new name) can also be independent of the submission of the initial request from the client to the server (to add the new customer). In this way, the user who initiated the change (e.g. entered the new customer name) receives rapid feedback on the validity of that addition or change, whilst the update (e.g. to show the new name) is sent from the server to the client (and any other client devices which need to know of the change) when it is ready for the users to see the new information. Because that updating information can be sent to all clients at the same time, this approach is particularly useful in environments (e.g. real time price feeds for trading financial instruments) where all users need to receive updated data at the same time. Because the server can be made to automatically send out updated data to all clients in real time, and the rendering layer can continuously take this updated data and display it appropriately, the data displayed on the client is `live`."

As is evident from the quoted passage of Levett above, he is completely silent with respect to his server being a "mail server" as required in claim 4.

Furthermore, claim 4 requires allocations of licenses to mail servers based on usernames assigned to the mail servers. Paragraph [0041] of Levett is completely silent as to any license allocations to mail servers, let alone allocations of licenses to mail servers based on usernames assigned to the mail servers. Indeed, paragraph [0041] of Levett appears to only pertain to adding "a new customer name" at a client device, having the server verify that the name change is allowed, and having the server notify other client devices of the name change. There are no further teachings in paragraph [0041] of Levett that meet the limitations of claim 4 with regards to license allocations to mail servers and assigning usernames to the mail servers.

Accordingly, claim 4 is allowable.

Amended claim 15 includes some recitations generally similar to the recitations in amended claim 4. By way of analogy to the reasoning set forth above, claim 15 is also allowable.

D.   Dependent claims 9 and 17

Dependent claim 9 as amended herein recites, *inter alia*, "providing a warning message if <u>said maximum limit of licensed connections</u> is getting near." In originally rejecting previously presented claim 9, page 10 (section 41) of the present Office Action cited column 3, line 57 to column 4, line 3 of Eggleston. However, it is respectfully submitted that Eggleston does not meet the limitations of claim 9.

As explained by Eggleston in column 3, lines 60-61, "a user is alerted to amounts (<u>time and/or charges</u>) spent or remaining, and once a use limit is reached further communication is restricted" (emphasis ours). Column 4, lines 1-3 of Eggleston further explains "limiting user or group <u>data transfer</u> beyond a set amount, as well as providing alerts to users as the limit is approached" (emphasis ours).

Clearly, Eggleston is describing limits on the <u>time and/or charges</u> for <u>data transfer</u>. In comparison, claim 9 recites a warning message if the maximum limit of <u>licensed connections</u> is getting near. It is respectfully submitted that a limit for time/charges of Eggleston is not the same as a limit of licensed connections of claim 9. For example, it is possible for a particular licensed connection (if the total number of licensed connections is less than the maximum limit) of claim 9 to span any (unlimited) amount of time or charges. With Eggleston however, he measures his use control based on time/charges, rather than the number of connections—thus, Eggleston will provide a warning if the time/charge limit is being approached by a particular connection, even if the server has additional capacity to maintain and/or take on many more other connections.

Accordingly, claim 9 is allowable.

Amended claim 17 includes some recitations generally similar to the recitations in amended claim 9. By way of analogy to the reasoning set forth above, claim 17 is also allowable

III.   Conclusion

The Director is authorized to charge any additional fees due by way of this communication, or credit any overpayment, to our Deposit Account No. 19-1090. If there are any issues that can be expediently resolved, the Examiner is encouraged to contact the attorney of record (Dennis M. de Guzman) at (206) 622-4900.

All of the claims remaining in the application are believed to be allowable. Favorable consideration and a Notice of Allowance are earnestly solicited.

Respectfully submitted,

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